

EXECUTIVE ORDER NO. 22-02
(Civil Service and Exempt Employees Excluded from Bargaining Units 1 and 10)

WHEREAS, under chapter 89C of the Hawaii Revised Statutes (HRS), the Governor is granted the authority to make adjustments to the wages, hours, benefits, and other terms and conditions of employment for elected and appointed officials, and employees in the executive branch who are excluded from collective bargaining coverage; and

WHEREAS, for excluded employees who are civil service employees under the same classification systems as employees within collective bargaining units, HRS chapter 89C requires that the adjustments be “not less than” those provided under the collective bargaining agreements for employees hired on a comparable basis; and

WHEREAS, HRS chapter 89C also requires that the adjustments for excluded civil service employees result in compensation and benefit packages that are “at least equal to” the compensation and benefit packages provided under collective bargaining agreements for counterparts and subordinates within the Employer’s jurisdiction; and

WHEREAS, HRS chapter 89C provides that each appropriate authority shall determine the adjustments that are relevant for their respective excluded employees who are exempt from civil service in consideration of the compensation and benefit packages provided for other employees in comparable agencies; and

WHEREAS, the State, Judiciary, Hawai’i Health Systems Corporation, City and County of Honolulu, and counties of Hawai’i, Maui and Kauai have entered into tentative agreements with the United Public Workers (UPW), as the exclusive representative for Bargaining Units (BUs) 1 and 10 for the collective bargaining

agreements covering July 1, 2021 through June 30, 2025; and which terms and conditions have been accepted and ratified by the respective bargaining units; and

WHEREAS, consistent with the agreed-upon terms and conditions, the Director of Human Resources Development has recommended to the Governor the adjustments specified in this executive order for civil service and exempt employees within the executive branch who are excluded from BUs 1 and 10.

NOW, THEREFORE, I, David Y. Ige, Governor of Hawai'i, pursuant to my executive authority under articles V and VII of the Constitution of the State of Hawai'i, the provisions of chapters 37 and 89C of the Hawaii Revised Statutes, and all other applicable authority, do hereby order effective July 1, 2021 through June 30, 2025, the following for civil service and exempt employees excluded from BUs 1 and 10, and Excluded Managerial Compensation Plan (EMCP) employees excluded from BU 10.

A. Wages/Salaries

1. Adjustments for non-EMCP civil service and exempt employees excluded from BU 1 ([Attachment A](#))
2. Adjustments for non-EMCP civil service and exempt employees excluded from BU 10 ([Attachment B](#))
3. Adjustments for EMCP employees excluded from BU 10 ([Attachment C](#))
4. Salary schedules for BU 10 excluded civil service positions ([Exhibits 5 – 7](#))

B. Compensation Adjustments

This adjustment is applicable to non-EMCP civil service employees excluded from BU 10 ([Attachment D](#))

C. Duration – EUTF Reopener

1. Adjustments for non-EMCP civil service and exempt employees excluded from BU 1 ([Attachment E](#))

2. Adjustments for non-EMCP civil service and exempt employees excluded from BU 10 ([Attachment F](#)).

IT IS FURTHER ORDERED that this executive order does not apply to:

(1) employees of public charter schools, the Department of Education and the University of Hawai'i; (2) 89-day non-civil service appointments and exempt appointments less than or equal to 89 days; and (3) those executive branch employees whom I later determine shall not receive the aforementioned adjustments; and

IT IS FURTHER ORDERED that this executive order is not intended to create, and does not create, any rights or benefits, whether substantive or procedural, or enforceable at law or in equity, against the State of Hawai'i or its agencies, departments, entities, employees, or any other person; and

IT IS FURTHER ORDERED that these provisions are subject to amendment by executive order.

The Director of Human Resources Development shall be responsible for the uniform administration of this executive order and is authorized to make any interpretations concerning the applicability of these adjustments to the employees of the State government executive branch who are excluded from collective bargaining coverage.

DONE at the State Capitol, Honolulu,
State of Hawai'i, this 13 day of
July, 2022.



DAVID Y. IGE
Governor

APPROVED AS TO FORM:



HOLLY T. SHIKADA
Attorney General

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Effective October 1, 2022, Employees not administratively assigned to the salary schedule shall receive a three and seventy-two one-hundredths percent (3.72%) per month pay increase.

23.02 c. Effective July 1, 2023, a five percent (5%) per month across-the-board salary increase shall be applied to Exhibit B. This new schedule shall be designated as Exhibit C. Each Employee shall be assigned from Exhibit B to the corresponding pay range and step in Exhibit C.

Effective July 1, 2023, Employees not administratively assigned to the salary schedule shall receive a five percent (5%) per month pay increase.

23.02 d. Effective July 1, 2024, a five percent (5%) per month across-the-board salary increase shall be applied to Exhibit C. This new schedule shall be designated as Exhibit D. Each Employee shall be assigned from Exhibit C to the corresponding pay range and step in Exhibit D.

Effective July 1, 2024, Employees not administratively assigned to the salary schedule shall receive a five percent (5%) per month pay increase.

23.02 e. Employees receiving a Shortage Differential (SD) at the time of a pay increase shall retain the differential for salary adjustments in 23.02 a, b, c and d above. However, nothing herein shall preclude adjustment of the shortage differential at a later date or preclude elimination of the SD upon termination of the shortage category declaration or movement of an Employee to a class or position without SD.

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This agreement does not constitute negotiation of shortage rates and the Employer maintains the right to determine these amounts.

This adjustment is applicable to non-EMCP civil service and exempt employees excluded from BU 10

Bargaining Unit 10
TENTATIVE AGREEMENT
Employer FJW
Union FU
Date 4-20-22

Delete existing language in its entirety and replace with the following

SECTION 23. WAGES.

23.01 PREFIX DESIGNATION.

The pay grades of Institutional, Health and Correctional salary schedules shall have a prefix designation of AM, CO and HE and designated on three (3) separate salary schedules.

23.02 SALARY ADJUSTMENTS.

Subject to the approval of the respective legislative bodies:

23.02 a. Effective July 1, 2021, Employees who were employed as of June 30, 2021 shall receive a one-time lump sum payment of one thousand dollars (\$1,000). Employees who are less than full-time shall receive a prorated amount of this lump sum payment.

23.02 b. Effective July 1, 2021, the Institutional, Health and Correctional salary schedules in effect on June 30, 2021 shall continue to be in effect through August 31, 2022. Such schedules shall be designated as Exhibit 1, Exhibit 2, and Exhibit 3. Employees shall be assigned from their existing pay range and step to the corresponding pay range and step in Exhibit 1, Exhibit 2, or Exhibit 3.

Effective July 1, 2021, Employees not administratively assigned to the salary schedule shall continue to receive their June 30, 2021 basic rate of pay.

23.02 c. Effective September 1, 2022, Employees who become eligible for Developmental Career Plan (DCP) movements during the period July 1, 2021 to August 31, 2022 in accordance with Paragraph 23A.20 of Section 23A., Compensation Adjustments, shall move to the appropriate step on September 1, 2022.

Effective September 1, 2022, Employees on Step A shall move to Step B in their respective pay range on Exhibit 1, Exhibit 2, or Exhibit 3.

Effective September 1, 2022, Employees on Step B who become eligible for DCP movements during the period September 1, 2022 to June 30, 2023 in accordance with Paragraph 23A.20 of Section 23A.,

Compensation Adjustments, shall move to the appropriate step on their DCP movement date.

23.02 d. Effective September 1, 2022, the salary schedules designated as Exhibit 1, Exhibit 2, and Exhibit 3 shall be amended by eliminating the minimum Step A. Thereafter, it shall reflect a two and ninety-four one-hundredths percent (2.94%) per month across-the-board increase and shall be designated as Exhibit 1-A, Exhibit 2-A, and Exhibit 3-A, respectively. Employees shall then be placed on the corresponding pay range and step of the respective salary schedule.

Effective September 1, 2022, Employees not administratively assigned to the salary schedule shall receive a two and ninety-four one-hundredths percent (2.94%) per month increase.

23.02 e. Effective July 1, 2023, Employees on Step B shall move to Step C in their respective pay range on Exhibit 1-A, Exhibit 2-A, or Exhibit 3-A.

23.02 f. Effective July 1, 2023, the salary schedules designated as Exhibit 1-A, Exhibit 2-A, and Exhibit 3-A shall be amended by eliminating the minimum Step B. Thereafter, it shall reflect a five percent (5%) per month across-the-board increase and the remaining Step C shall be renamed Step A. Such amended salary schedules shall be designated as Exhibit 1-B, Exhibit 2-B, and Exhibit 3-B, respectively. Employees shall then be placed on the corresponding pay range of the respective salary schedule.

Effective July 1, 2023, Employees not administratively assigned to the salary schedule shall receive a five percent (5%) per month increase.

23.02 g. Effective July 1, 2024, the salary scheduled designated as Exhibit 1-B, Exhibit 2-B, and Exhibit 3-B shall reflect a five percent (5%) per month across-the-board increase and be designated as Exhibit 1-C, Exhibit 2-C, and Exhibit 3-C, respectively. Employees shall then be placed on the corresponding pay range and step of the respective salary schedule.

Effective July 1, 2024, Employees not administratively assigned to the salary schedule shall receive a five percent (5%) per month increase.

SALARIES

Applicable to EMCP employees excluded from BU 10

1. The salary schedule in effect on June 30, 2021 shall continue to be in effect through June 30, 2022 and shall be designated as [Exhibit 1](#).
2. Subject to the approval of the respective legislative bodies and effective July 1, 2022, the salary schedule designated as Exhibit 1 shall be replaced with the salary schedule in [Exhibit 2](#).
3. Subject to the approval of the respective legislative bodies and effective July 1, 2023, the salary schedule designated as Exhibit 2 shall be replaced with the salary schedule in [Exhibit 3](#).
4. Subject to the approval of the respective legislative bodies and effective July 1, 2024, the salary schedule designated as Exhibit 3 shall be replaced with the salary schedule in [Exhibit 4](#).

This adjustment is applicable to non-EMCP civil service employees excluded from BU 10

Bargaining Unit 10
 TENTATIVE AGREEMENT
 Employer KJW
 Union KU
 Date 4-20-22

SECTION 23A.COMPENSATION ADJUSTMENTS.

23A.01 GENERAL PROVISIONS.

23A.01 a. MOVEMENT.

23A.01 a.1. Section 23A shall not be applicable where an Employee moves from one Employer to another, except as provided in Section 23A.18.

23A.01 a.2. Movements between salary schedules within Bargaining Unit 10 shall be determined by converting the Employee's current and new pay grades to a movement number according to the table below.

23A.01 a.2.a) If the Employee's current movement number is less than the Employee's new movement number, the Employee's compensation adjustment shall be the same as movements from a lower pay grade to a higher pay grade.

23A.01 a.2.b) If the Employee's current movement number is greater than the Employee's new movement number, the Employee's compensation adjustment shall be the same as movements from a higher pay grade to a lower pay grade.

23A.01 a.2.c) If the Employee's current movement number is the same as the Employee's new movement number, the Employee's compensation adjustment shall be the same as movements to the same pay grade.

23A.01 a.3. Pay grades not in the movement table below shall be assigned a movement number which is consistent with the movement numbers assigned other pay grades in Exhibit C, Exhibit D and Exhibit E.

MOVEMENT TABLE

EMERGENCY MEDICAL SERVICES EMPLOYEES

<u>AM Schedule</u>	<u>Movement Number</u>
AM-01	07 (HC 10)
AM-02	09 (HC 12)
AM-03	11 (HC 14)
AM-04	13 (HC 16)
AM-05	15 (HC 18)
AM-06	18 (HC 21)
AM-07	20 (HC 23)

**ADULT CORRECTIONS OFFICER, YOUTH CORRECTIONS OFFICER,
JUVENILE DETENTION EMPLOYEES**

<u>CO Schedule</u>	<u>Movement Number</u>
CO-01	6 (HC 09)
CO-02	7 (HC 10)
CO-03	8 (HC 11)
CO-04	9 (HC 12)
CO-05	10 (HC 13)
CO-06	11 (HC 14)
CO-07	12 (HC 15)
CO-08	13 (HC 16)
CO-09	15 (HC 18)

HEALTH EMPLOYEES

<u>HE Schedule</u>	<u>Movement Number</u>
HE-01	0 (HC 03)
HE-02	1 (HC 04)
HE-03	2 (HC 05)
HE-04	3 (HC 06)
HE-05	4 (HC 07)
HE-06	5 (HC 08)
HE-07	6 (HC 09)
HE-08	7 (HC 10)
HE-09	8 (HC 11)
HE-10	9 (HC 12)
HE-11	10 (HC 13)
HE-12	11 (HC 14)
HE-13	12 (HC 16)

23A.01 b. BASIC RATE OF PAY.

The term “basic rate of pay” means:

23A.01 b.1. The rate of pay assigned to the pay grade and step an Employee is receiving as compensation, or

23A.01 b.2. For an Employee whose position is not assigned to a pay grade, “basic rate of pay” shall mean the actual rate of compensation the Employee is receiving as remuneration for services performed in a particular position, not including any differentials.

23A.01 c. EFFECTIVE DATES.

When the effective dates of more than one personnel action coincide, pay adjustments shall be made in the following order:

23A.01 c.1. Developmental-Career Plan.

23A.01 c.2. Negotiated wage increase.

23A.01 c.3. Changeover to a new pay schedule.

23A.01 c.4. Repricing.

23A.01 c.5. Promotion.

23A.01 c.6. Reallocation.

23A.01 c.7. Other personnel actions.

23A.01 d. LEAVE OF ABSENCE WITHOUT PAY.

23A.01 d.1. A leave of absence without pay shall end the day before the first working day an Employee reports to work and the Employee shall earn compensation as of the first workday the Employee reports to work.

23A.01 d.2. Each calendar day, from the beginning to the end of the leave of absence without pay, shall be charged as leave of absence without pay provided that an Employee who is granted a leave of absence without pay and who returns to work after being absent from work for one working day or less, shall be charged for one day of leave of absence without pay or less, as applicable, even though one or more non-workdays or a holiday may have preceded the Employee’s return to work.

- 23A.01 e.** **LESS THAN A MONTH OF WORK.**
An Employee who has not worked on all scheduled working days for that month shall be compensated as follows:
- 23A.01 e.1.** The Employee's monthly basic rate of pay plus Permanent Differential (PD), Shortage Differential (SD) or Temporary Differential (TD) as applicable multiplied by the number of days worked divided by the number of working days in a month, including holidays.
- 23A.01 f.** **RETROACTIVE OVERPAYMENT.**
- 23A.01 f.1.** An Employee who received the correct compensation following a promotion, adoption of a new pay schedule, a temporary assignment, pricing or repricing, or any other personnel action affecting pay, shall not be required to make reimbursement when it is found subsequently that an overpayment in compensation was due to the retroactive feature of a position classification action.
- 23A.01 f.2.** The correct pay adjustment shall be made as of the first pay period following the date of notice of action by the Employer.
- 23A.01 g.** **SHORTAGE.**
Compensation Adjustments for Employees who are receiving a differential related to shortage or were receiving a differential related to shortage as of 11:59.58 p.m. on June 30, 1999 shall be as provided in a Memorandum of Agreement titled Shortage Differential.
- 23A.02** **COMPENSATION OVERPAYMENT REIMBURSEMENT.**
The compensation overpayment recovery, dispute, and reimbursement process shall be in accordance with 78-12, Hawaii Revised Statutes.
- 23A.03** **COMPENSATION FOR AN EMPLOYEE RECEIVING WORKERS COMPENSATION BENEFITS.**
- 23A.03 a.** An Employee who is absent from work because of injuries and/or illness incurred while working and who is receiving workers compensation wage loss replacement benefits, temporary total disability, and/or temporary partial disability payments, shall continue to earn vacation and sick leave credits as though the Employee was not absent from work.
- 23A.03 b.** An Employee may elect to use sick or vacation leave with workers compensation benefits as follows:
- 23A.03 b.1.** An Employee who is absent from work and is receiving workers compensation wage loss replacement benefits may use accumulated sick leave to receive an additional amount that would bring the

Employee's total compensation to a sum equal to the Employee's regular compensation. Accumulated sick leave may be used to continue the Employee's regular compensation during the waiting period.

23A.03 b.2. An Employee who is absent from work and is receiving workers compensation wage loss replacement benefits and does not have accumulated sick leave or does not choose to use accumulated sick leave may use accumulated vacation leave to receive an additional amount that would bring the Employee's total compensation to a sum equal to the Employee's regular compensation. Accumulated vacation leave may be used to continue the Employee's regular compensation during the waiting period.

23A.03 c. When an Employee is receiving workers' compensation wage loss replacement benefits and as a result the Employee exceeds the vacation leave accumulation as provided in Section 36.05a. and/or Section 36.05b. of the Unit 10 Agreement, the excess vacation leave shall be accumulated for good cause and shall be taken as provided in Section 36.05c. of the Unit 10 Agreement.

23A.04 **COMPENSATION FOR TEMPORARY ASSIGNMENT.**

23A.04 a. Compensation for temporary assignment shall be as follows:

23A.04 a.1. Except as provided in Section 23A.05, the basic rate of pay of an Employee who performs temporary assignment involving a position assigned to a class in a higher pay grade in the salary schedule shall be adjusted as provided in Section 23A.08 b. except that any Temporary Differential (TD) as provided in Section 23A.07 which the Employee was receiving shall not be added to the basic rate of pay but shall be retained by the Employee while performing the temporary assignment.

23A.04 a.2. An Employee who performs temporary assignment to a position assigned to the same or lower pay grade in the salary schedule shall continue to be compensated at the Employee's basic rate of pay prior to the temporary assignment.

23A.04 a.3. When a temporary assignment involves the assumption of duties and responsibilities of a position assigned to a salary schedule outside of the bargaining unit, the following will be used to determine whether the assignment is to a higher pay grade:

23A.04 a.3.a) The maximum rate for the class to which temporary assignment is made is higher than the Employee's existing rate; provided, the dollar difference between the two is more than five percent (5%) of the Employee's existing basic rate of pay.

- 23A.04 a.4.** In the event the temporary assignment is to a position in a higher pay grade as provided in Section 23A.04 a.4., the Employee will be compensated at the step in the higher pay grade which exceeds the Employee's existing rate of pay by five percent (5%).
- 23A.04 a.5.** In the event there is no step in the higher pay grade which rate exceeds the Employee's basic rate of pay by at least five percent (5%), the Employee shall be compensated at the maximum step in the higher pay grade or at the Employee's basic rate of pay, whichever is greater.
- 23A.04 a.6.** In the event the temporary assignment is not to a higher pay grade as provided in Section 23A.04 a.4., the Employee shall be compensated as provided in Section 23A.04 a.2.
- 23A.04 a.7.** The TAD shall be as provided in Section 23A.04 a.1. and 3.
- 23A.04 a.8.** When a temporary assignment involves a position in the Excluded Managerial Compensation Plan (EMCP), the following will be used to determine whether the temporary assignment is to a higher pay grade:
- 23A.04 a.8.a)** The excluded managerial position is in a class for which the maximum rate for the class is higher than the maximum rate for the Employee's class; provided, the dollar difference between the two (2) maximum rates is more than the dollar difference between the minimum and second (2nd) step of the Employee's pay grade.
- 23A.04 a.9.** If the temporary assignment involves a position in a higher pay grade as provided in Section 23A.04. a.9. then the Employee will be compensated by the following computation, which nets the Employee greater compensation:
- 23A.04 a.9.a)** By adding the dollar difference between the minimum rate of the EM salary range and the Employee's existing salary range to the Employee's existing basic rate of pay, or
- 23A.04 a.9.b)** By adjusting the Employee's basic rate of pay as though a promotion had occurred within the same salary schedule. To determine the adjustment, use the following equivalency table:
- EM-01 equates to SR-24
EM-02 equates to SR-25
EM-03 equates to SR-26, etc.

23A.04 a.10. If the temporary assignment does not involve a higher pay grade as provided in Section 23A.04 a.9. the Employee shall be compensated as provided in Section 23A.04 a.2.

23A.04 a.11. The TAD shall be provided in the same manner as provided in 23A.04 a.1. and 3.

23A.05 **COMPENSATION FOR TEMPORARY ASSIGNMENT NOT TO BE PROVIDED.**

23A.05 a. Compensation for temporary assignment shall not be provided for the following:

23A.05 a.1. An Employee whose position includes assuming the duties and responsibilities of the Employee's superior in the absence of the superior and which assignment is recognized in the Employee's position classification and pricing.

23A.05 a.2. An Employee who performs duties in accordance with the terms of a formal training agreement entered into with the Employer.

23A.06 **COMPENSATION PERIOD.**
The Employer shall compensate Employees for temporary assignments within thirty (30) days (approximately two (2) pay periods) from the end of each payroll period in which the temporary assignments are performed.

23A.07 **TEMPORARY DIFFERENTIAL (TD) PAY.**

23A.07 a. An Employee shall be eligible for Temporary Differential (TD) pay as provided in Section 23A.07. The amount of TD pay shall be the difference between the Employee's basic rate of pay prior to the action taken and the Employee's new basic rate of pay.

23A.07 b. The TD pay shall not be considered part of an Employee's basic rate of pay.

23A.07 c. The TD pay shall be reduced by an amount equal to any adjustment in the Employee's basic rate of pay due to promotion, reallocation, or repricing upward. When the adjustment due to these actions is greater than or equal to the TD pay, the TD pay shall be ended.

23A.07 d. The TD shall be continued in the new pay grade when an Employee with TD pay is demoted, transferred, or whose position is reallocated to a class in the same or lower pay grade.

23A.08 COMPENSATION ADJUSTMENT FOR PROMOTION.

23A.08 a. The term, “promotion” as used in Section 23A.08 means the movement of a regular Employee from the position in which the Employee last held a permanent appointment to a position assigned to a class in the higher pay grade in the salary schedule.

23A.08 b. A regular Employee who is promoted shall be compensated at the lower step in the higher pay grade which rate exceeds the Employee’s basic rate of pay by five percent (5%). If there is no step in the higher pay grade which rate exceeds the Employee’s basic rate of pay by at least five percent (5%), the Employee shall be compensated at the maximum step in the higher pay grade or at the Employee’s basic rate of pay, whichever is greater.

23A.08 c. The compensation of an Employee who is promoted within twelve months from the effective date of a demotion, other than a disciplinary or involuntary demotion, shall be adjusted from the basic rate of pay the Employee would have received had the demotion not occurred.

23A.08 d. A regular Employee who returns to the Employee’s permanent position after a promotion on a temporary appointment basis or who is released from a new probationary appointment following a promotion shall be compensated as though the Employee remained in the permanent position continuously.

23A.09 COMPENSATION ADJUSTMENT FOR TRANSFER.

23A.09 a. “Transfer” means the movement of a regular Employee from the position in which the Employee last held a permanent appointment to a position which is in the same class or in a different class assigned to the same pay grade in the salary schedule.

23A.09 b. A regular Employee who is transferred shall continue at the same basic rate of pay.

23A.10 COMPENSATION ADJUSTMENT FOR REALLOCATION.

23A.10 a. The following terms as used in Section 23A.10 shall mean:

23A.10 a.1. “Reallocation Downward”: the reallocation of a position to a class assigned to a lower pay grade in the salary schedule.

23A.10 a.2. “Reallocation Upward”: the reallocation of a position to a class assigned to a higher pay grade in the salary schedule.

- 23A.10 b.** An Employee whose position is reallocated upward shall be compensated as provided in Section 23A.08.
- 23A.10 c.** An Employee whose position is reallocated downward shall be compensated as provided in Section 23A.16 c. However, when a reallocation downward is due to disciplinary, involuntary, or voluntary reasons, the Employee shall be compensated as provided in Section 23A.16 d. or 23A.16 e.
- 23A.10 d.** A regular Employee whose position is reallocated to a class assigned to the same pay grade shall continue at the same basic rate of pay.
- 23A.10 e.** An Employee's shortage differential shall not be reduced as the result of a reallocation downward that is a result of implementation of the Project to Update the Classification Structure in Bargaining Unit 10.
- 23A.10 f.** Upon return to the original classification of the Employee's position after a temporary reallocation upward, the Employee shall be compensated at the rate the Employee would have received were it not for the temporary reallocation.
- 23A.11** **COMPENSATION ADJUSTMENT FOR REPRICING.**
- 23A.11 a.** An Employee whose position is in a class which is repriced to a higher pay grade shall be compensated as provided in Section 23A.08.
- 23A.11 b.** An Employee whose position is in a class, which is repriced to a lower pay grade, shall be compensated as provided in Section 23A.05 c.
- 23A.12** **COMPENSATION ADJUSTMENT FOR A NON-REGULAR EMPLOYEE.**
- 23A.12 a.** Movements of a non-regular Employee to another regular position shall not be classified a promotion, transfer, or demotion, but shall be considered a new appointment and the compensation after the new appointment shall be as provided in Section 23A.12 b.
- 23A.12 b.** The compensation of a non-regular Employee who is moved from the position in which the Employee was serving a probational or temporary appointment to another regular position assigned to the same salary range shall continue at the same basic rate of pay.
- 23A.12 c.** A non-regular Employee serving a temporary appointment who is converted to an initial probational or permanent appointment in the same position that the Employee was serving a temporary appointment will continue to receive the same basic rate of pay the Employee was receiving while serving a temporary appointment.

23A.12 d. The compensation of a non-regular Employee after a personnel transaction other than as provided in Section 23A.12 b. and c. shall be at the initial step of the salary range.

23A.13 **COMPENSATION ADJUSTMENT FOR AN EXEMPT EMPLOYEE ACCEPTING A CIVIL SERVICE APPOINTMENT, OR WHOSE EXEMPT POSITION IS CONVERTED TO A CIVIL SERVICE POSITION.**

23A.13 a. An exempt Employee who moves to a civil service position or who is granted civil service status pursuant to legislation or otherwise shall not have the transaction considered a promotion, transfer, or demotion. The transaction shall be considered a new appointment and the Employee shall be compensated as provided in Section 23A.13.

23A.13 b. An exempt Employee who is granted civil service status pursuant to legislation shall retain the basic rate of pay the Employee was receiving prior to being granted civil service status, provided:

23A.13 b.1. If the Employee's basic rate of pay falls between two (2) steps in the pay grade, the Employee shall be compensated at the lower step.

23A.13 b.2. If the Employee's basic rate of pay falls between the minimum step of the pay grade, the Employee shall be compensated at the minimum step.

23A.13 b.3. If the Employee's basic rate of pay falls above the maximum step of the pay grade, the Employee shall be compensated at the maximum step.

23A.13 c. An exempt Employee selected from an open competitive list to civil service positions other than as provided in Section 23A.13 a., shall be compensated at the initial step of the pay grade.

23A.14 **COMPENSATION ADJUSTMENT FOR AN EMPLOYEE MOVING TO AN EXEMPT APPOINTMENT.**

23A.14 a. Movements of an Employee to an exempt position shall not have the transaction considered a promotion, transfer, or demotion, but shall be considered a new appointment and the compensation adjustment upon the new appointment shall be as follows:

23A.14 a.1. The Employee shall be compensated at the prescribed statutory rate for the exempt position, or

23A.14 a.2. In the event there is no prescribed statutory rate, then the rate determined by the Employer.

23A.15 **COMPENSATION ADJUSTMENTS FOR A REGULAR EMPLOYEE SERVING A LIMITED TERM APPOINTMENT, TEMPORARY APPOINTMENT, OR NEW PROBATIONAL APPOINTMENT IN ANOTHER POSITION.**

23A.15 a. The compensation of a regular Employee serving a limited term appointment, temporary appointment, or new probationary appointment, who is promoted, transferred, demoted or whose permanent position is reallocated or repriced shall be as provided in Section 23A.08, Section 23A.09, Section 23A.10, Section 23A.11 and Section 23A.16 except when an Employee who is moved from the position in which the Employee was serving a probationary or temporary appointment to another position assigned to the same pay grade shall continue at the same basic rate of pay.

23A.15 b. A regular Employee serving a limited term or other temporary appointment who is converted to a probational or permanent appointment in the same position that the Employee was serving on a limited term or other temporary appointment basis shall continue to receive the same basic rate of pay the Employee was receiving while serving the limited term or temporary appointment.

23A.16 **COMPENSATION ADJUSTMENT FOR DEMOTION.**

23A.16 a. The following terms as used in Section 23A.16 shall mean:

23A.16 a.1. “Demotion”: the movement of a regular Employee from the position in which the Employee last held a permanent appointment to a position assigned to a class with a lower pay grade in the salary schedule.

23A.16 a.2. “Disciplinary demotion”: a demotion action taken by the Employer for disciplinary reasons.

23A.16 a.3. “Involuntary demotion”: a demotion action taken by the Employer due to the Employee’s inability to do the work of the Employee’s position, or due to the Employee’s failure to meet qualification requirements for the position.

23A.16 a.4. “Demotion to avoid layoff”: a demotion accepted by an Employee to avoid being laid off.

23A.16 a.5. “Demotion due to a reorganization”: a demotion of an Employee as a result of a reorganization action.

23A.16 a.6. “Service connected disability demotion”: the movement of a regular Employee or an Employee serving an initial probationary period to a position assigned to a class with a lower pay grade in the salary schedule, due to a disability sustained by the Employee while working.

23A.16 a.7. “Non-service connected disability demotion”: the movement of an Employee to a position assigned to a class with a lower pay grade in the salary schedule, due to a disability sustained by the Employee other than while working.

23A.16 a.8. “Voluntary demotion”: a demotion requested by an Employee and granted by the Employer.

23A.16 b. COMPENSATION ADJUSTMENT FOR DISCIPLINARY OR INVOLUNTARY DEMOTION.

23A.16 b.1 A regular Employee who receives a disciplinary demotion or who is involuntarily demoted shall be compensated at the corresponding step in the lower grade or any lower step in the lower pay grade.

23A.16. b.2. After completion of a disciplinary demotion given on a temporary appointment basis or a release from a new probationary appointment following a demotion, a regular Employee shall be compensated as though the Employee had remained in the former position continuously.

23A.16 c. COMPENSATION ADJUSTMENT FOR DEMOTION TO AVOID LAYOFF; DEMOTION DUE TO REORGANIZATION; SERVICE CONNECTED DISABILITY DEMOTION.

An Employee who accepts a demotion to avoid layoff, is demoted due to a reorganization, or who receives a service connected disability demotion, shall retain the Employee’s basic rate of pay, provided:

23A.16 c.1. If the Employee’s basic rate of pay falls between two (2) steps in the lower pay grade, the Employee shall be compensated at the step in the lower pay grade whose rate is immediately below the Employee’s basic rate of pay and shall be entitled to a Temporary Differential (TD) as provided in Section 23A.07.

23A.16 c.2. If the Employee’s basic rate of pay falls above the maximum step in the lower pay grade, the Employee shall be compensated at the maximum step and shall be entitled to a Temporary Differential (TD) as provided in Section 23A.07.

23A.16 d. COMPENSATION ADJUSTMENT FOR NON-SERVICE CONNECTED DISABILITY DEMOTION.

An Employee who receives a non-service connected disability demotion shall be compensated as follows:

23A.16 d.1. A regular Employee who has fifteen (15) or more years of continuous length of creditable service with the Employer shall retain the Employee's basic rate of pay, provided:

23A.16 d.1.a) If the Employee's basic rate of pay falls between two (2) steps in the lower pay grade, the Employee shall be compensated at the step in the lower pay grade whose rate is immediately below the Employee's basic rate of pay and shall be entitled to a Temporary Differential (TD) as provided in Section 23A.07.

23A.16 d.1.b) If the Employee's basic rate of pay falls above the maximum step in the lower pay grade, the Employee shall be compensated at the maximum step and shall be entitled to the Temporary Differential (TD) as provided in Section 23A.07.

23A.16 d.2. A regular Employee with at least five (5) years but less than fifteen (15) years of continuous length of creditable service with the Employer shall retain the Employee's basic rate of pay for a period beyond the effective date of the demotion as follows:

<u>Years of Service</u>	<u>Months of Compensation Retention</u>
5	12
6	14
7	16
8	18
9	20
10	22
11	24
12	26
13	28
14	30

23A.16 d.2.a) If the Employee's basic rate of pay falls between two (2) steps in the lower pay grade, the Employee shall be compensated at the step in the lower pay grade whose rate is immediately below the Employee's basic rate of pay and shall be entitled to a Temporary Differential (TD) as provided in Section 23A.07.

23A.16 d.2.b) If the Employee's basic rate of pay falls above the maximum step in the lower pay grade, the Employee shall be compensated at the maximum

step and shall be entitled to a Temporary Differential (TD) as provided in Section 23A.07.

23A.16 d.3. The basic rate of pay of a regular Employee with less than five (5) years of continuous length of creditable service with the Employer, or a regular Employee whose retention period as provided in Section 23A.16 d.2., has expired, shall be adjusted in the manner of adjustments for service connected disability demotion, provided the Employee shall not be entitled to Temporary Differential (TD) as provided in Section 23A.07.

23A.16 e. COMPENSATION ADJUSTMENT FOR VOLUNTARY DEMOTION.

23A.16 e.1. A regular Employee who accepts a voluntary demotion shall be compensated at the highest step in the lower pay grade which rate is not greater than ninety-five percent (95%) of the Employee's basic rate of pay. If there is no step in the lower pay grade which rate is not greater than ninety-five percent (95%) of the Employee's basic rate of pay, the Employee shall be compensated at the minimum step.

23A.16 e.2. After return to the position in which an Employee last held a permanent appointment, a regular Employee who is demoted on a temporary or provisional appointment basis shall be compensated as though the Employee had remained in the former position continuously.

23A.17 COMPENSATION OF EMPLOYEES SELECTED FROM AN OPEN COMPETITIVE LIST RESULTING FROM A RECRUITMENT ABOVE THE MINIMUM.

Employees selected through an open competitive recruitment which permits hiring above the first step of the pay grade may be compensated at a rate determined by the Employer upon the Employee's appointment from the open competitive list, provided the rate the Employee receives is not less than the rate the Employee would have received if the Employee was compensated as provided in the applicable section.

23A.18 COMPENSATION ADJUSTMENT FOLLOWING AN INTERGOVERNMENTAL MOVEMENT PURSUANT TO LAW.

23A.18 a. When an intergovernmental movement is made pursuant to law, the compensation of the regular Employee shall be adjusted as follows:

23A.18 a.1. If the result of the intergovernmental movement is that the Employee moves to a position assigned to a class with a higher pay grade in the salary schedule than the previous pay grade, the Employee's compensation shall be adjusted as provided in Section 23A.08.

23A.18 a.2. If the result of the intergovernmental movement is that the Employee moves to a position assigned to a class with the same pay grade in the salary schedule as the previous pay grade, the Employee's compensation shall be adjusted as provided in Section 23A.09.

23A.18 a.3. If the result of the intergovernmental movement is that the Employee moves to a position assigned to a class with a lower pay grade in the salary schedule than the previous pay grade, the Employee's compensation shall be adjusted as provided in Section 23A.16 e.

23A.19 PERMANENT DIFFERENTIAL PAY.

23A.19 a. Section 23A.19 shall be applicable to an Employee with a Permanent Differential (PD) pay. The amount of PD shall be as provided in Section 23.

23A.19 b. The PD shall not be considered part of an Employee's basic rate of pay.

23A.19 c. The PD shall not be affected by a salary adjustment, promotion, demotion, reallocation of the Employee's position or repricing of the class to which the Employee's position is assigned but shall be continued in the new pay grade.

23A.20 DEVELOPMENTAL-CAREER PLAN (DCP).

23A.20 a. **Effective July 1, 2018 to June 30, 2023, [A]**all DCPs under this Section shall be subject to the approval by the respective legislative bodies and Section 23. Wages.

23A.20 b. For the purpose of this Section, an Employee shall be granted a DCP as follows:

23A.20 b.1. Employees on Step A shall move to Step B upon satisfactory completion of their probationary period in the same class; provided that the effective date of the move to Step B shall be adjusted for authorized leaves of absence without pay in accordance with 23A.20 d.2. below.

Employees who are on Step A but not serving a probationary period shall move to Step B upon satisfactory completion of a period equivalent to the probationary period required for the class.

23A.20 b.2. Employees on Step B shall move to Step C upon satisfactory completion of one (1) continuous year of creditable service on Step B in the same class; provided that the effective date of the move to Step C shall be adjusted for authorized leaves of absence without pay in accordance with 23A.20 d.2. below.

23A.20 c. In determining creditable service for DCP, the following shall apply:

23A.20 c.1. Service shall include employment in the same class, with any Employer jurisdiction in the bargaining unit or which would have been included in the bargaining unit were it not excluded therefrom, provided there is no break in service.

23A.20 c.2. “Break in service” for purposes of this Section means a separation from service or a permanent movement out of the bargaining unit; provided that a new appointment on the next consecutive work day in the bargaining unit shall not constitute a break in service.

23A.20 d. **AUTHORIZED LEAVES OF ABSENCE**

23A.20 d.1. All authorized leaves of absence with pay shall be used for computing continuous length of creditable service.

23A.20 d.2. Authorized leaves of absence without pay shall not constitute a break in service and shall not be used for computing continuous length of creditable service; provided that the following types of leave without pay shall be creditable:

23A.20 d.2.a) Workers’ Compensation

23A.20 d.2.b) Military

23A.20 d.2.c) Sabbatical

23A.20 e. **SUSPENSIONS AND UNAUTHORIZED ABSENCES.**

Suspensions including unauthorized leaves in lieu of suspension that are upheld shall not constitute a break in service and shall not be used for computing continuous length of creditable service.

23A.20 f. **MOVEMENTS/REALLOCATION/REPRICING.**

An Employee whose class changes as a result of a personnel action and who is placed on Step A or Step B shall be credited with service beginning from the effective date of the personnel action.

23A.20 g. **DISCONTINUATION OF DCP.**

Effective July 1, 2023, there shall no longer be a DCP.

This adjustment is applicable to non-EMCP civil
service and exempt employees excluded from BU 1

Bargaining Unit 01
TENTATIVE AGREEMENT
Employer FW
Union UAW
Date 2-8-22

1 **Delete the existing language in this Section in its entirety and replace with the**
2 **following:**

3

4 **SECTION 66. DURATION**

5

6 **66.01 EFFECTIVE DATES.**

7 **The Unit 1 Agreement shall be effective July 1, 2021 and shall remain in full**
8 **force and effect to and including June 30, 2025. During the term of this**
9 **Agreement, the parties shall meet on the Employer EUTF contributions for**
10 **the plan years 2023-2024 and 2024-2025 by giving written notice to the other**
11 **party of its intent to reopen by January 31, 2023.**

12

13 **In the event the parties reach agreement on the Employer's contribution to**
14 **EUTF, such amended section shall be effective no earlier than July 1, 2023,**
15 **and shall remain in effect to and including June 30, 2025. The entire Unit 1**
16 **Agreement shall be renewed thereafter in accordance with statutes unless**
17 **either party hereto gives written notice to the other party of its desire to**
18 **modify, amend, or terminate the Unit 1 Agreement.**

19

20 **66.02 NOTICES AND PROPOSALS.**

21 **Notices and proposals shall be in writing and shall be presented to the**
22 **other party between June 15 and June 30, 2024. When the notice is given,**
23 **negotiations for a new Unit 1 Agreement shall commence on a mutually**
24 **agreeable date following the exchange of written proposals.**

25

26 **66.03 RESERVED.**

This adjustment is applicable to non-EMCP civil service and exempt employees excluded from BU 10

Bargaining Unit 10
TENTATIVE AGREEMENT
Employer PJW
Union AO
Date 4-20-22

Delete the existing language in this Section in its entirety and replace with the following:

SECTION 68. DURATION.

68.01 EFFECTIVE DATES.

The Unit 10 Agreement shall be effective July 1, 2021 and shall remain in effect to and including June 30, 2025. During the term of this Agreement, the parties shall meet on the Employer EUTF contributions for the plan years 2023-2024 and 2024-2025 by giving written notice to the other party of its intent to reopen by January 31, 2023.

In the event the parties reach agreement on the Employer's contribution to EUTF, such amended section shall be effective no earlier than July 1, 2023 and shall remain in effect to and including June 30, 2025. The entire Unit 10 Agreement shall be renewed thereafter in accordance with statutes unless either party hereto gives written notice to the other party of its desire to modify, amend, or terminate the Unit 10 Agreement.

68.02 NOTICES AND PROPOSALS.

Notices and proposals shall be in writing and shall be presented to the other party between June 15 and June 30, 2024. When the notice is given, negotiations for a new Unit 10 Agreement shall commence on a mutually agreeable date following the exchange of written proposals.

68.03 RESERVED.

State of Hawaii
DEPARTMENT OF HUMAN RESOURCES DEVELOPMENT
SALARY SCHEDULE

Effective Date: 01/01/2017

Bargaining Unit: 30, 31, 32, 33, 34, 35 Excluded Managerial

		Min	Max			Min	Max
EM 01	Annual	72,624	120,864	EM 07	Annual	97,332	161,976
	Monthly	6,052	10,072		Monthly	8,111	13,498
	8 hour	279.36	464.88		8 hour	374.32	622.96
	Hourly	34.92	58.11		Hourly	46.79	77.87
EM 02	Annual	76,224	126,936	EM 08	Annual	102,192	170,100
	Monthly	6,352	10,578		Monthly	8,516	14,175
	8 hour	293.2	488.24		8 hour	393.04	654.24
	Hourly	36.65	61.03		Hourly	49.13	81.78
EM 03	Annual	80,076	133,272	ES 01	Annual	105,276	175,200
	Monthly	6,673	11,106		Monthly	8,773	14,600
	8 hour	308.00	512.56		8 hour	404.88	673.84
	Hourly	38.5	64.07		Hourly	50.61	84.23
EM 04	Annual	84,072	139,920	ES 02	Annual	108,420	180,420
	Monthly	7,006	11,660		Monthly	9,035	15,035
	8 hour	323.36	538.16		8 hour	417.04	693.92
	Hourly	40.42	67.27		Hourly	52.13	86.74
EM 05	Annual	88,308	146,916	ES 03	Annual	111,696	185,868
	Monthly	7,359	12,243		Monthly	9,308	15,489
	8 hour	339.68	565.04		8 hour	429.6	714.88
	Hourly	42.46	70.63		Hourly	53.7	89.36
EM 06	Annual	92,688	153,180				
	Monthly	7,724	12,765				
	8 hour	356.48	589.12				
	Hourly	44.56	73.64				

State of Hawaii
DEPARTMENT OF HUMAN RESOURCES DEVELOPMENT
SALARY SCHEDULE

Effective Date: 07/01/2022

Bargaining Unit: 30, 31, 32, 33, 34, 35, 37 Excluded Managerial

		Min	Max			Min	Max
EM 01	Annual	80,532	134,004	EM 07	Annual	107,904	179,592
	Monthly	6,711	11,167		Monthly	8,992	14,966
	8 hour	309.76	515.44		8 hour	415.04	690.72
	Hourly	38.72	64.43		Hourly	51.88	86.34
EM 02	Annual	84,504	140,748	EM 08	Annual	113,292	188,604
	Monthly	7,042	11,729		Monthly	9,441	15,717
	8 hour	325.04	541.36		8 hour	435.76	725.44
	Hourly	40.63	67.67		Hourly	54.47	90.68
EM 03	Annual	88,776	147,756	ES 01	Annual	116,724	194,244
	Monthly	7,398	12,313		Monthly	9,727	16,187
	8 hour	341.44	568.32		8 hour	448.96	747.12
	Hourly	42.68	71.04		Hourly	56.12	93.39
EM 04	Annual	93,216	155,124	ES 02	Annual	120,204	200,040
	Monthly	7,768	12,927		Monthly	10,017	16,670
	8 hour	358.56	596.64		8 hour	462.32	769.36
	Hourly	44.82	74.58		Hourly	57.79	96.17
EM 05	Annual	97,908	162,900	ES 03	Annual	123,840	206,076
	Monthly	8,159	13,575		Monthly	10,320	17,173
	8 hour	376.56	626.56		8 hour	476.32	792.64
	Hourly	47.07	78.32		Hourly	59.54	99.08
EM 06	Annual	102,756	169,836				
	Monthly	8,563	14,153				
	8 hour	395.20	653.20				
	Hourly	49.40	81.65				

State of Hawaii
DEPARTMENT OF HUMAN RESOURCES DEVELOPMENT
SALARY SCHEDULE

Effective Date: 07/01/2023

Bargaining Unit: 30, 31, 32, 33, 34, 35, 37 Excluded Managerial

		Min	Max			Min	Max
EM 01	Annual	87,108	139,368	EM 07	Annual	116,712	186,780
	Monthly	7,259	11,614		Monthly	9,726	15,565
	8 hour	335.04	536.00		8 hour	448.88	718.40
	Hourly	41.88	67.00		Hourly	56.11	89.80
EM 02	Annual	91,404	146,376	EM 08	Annual	122,532	196,152
	Monthly	7,617	12,198		Monthly	10,211	16,346
	8 hour	351.52	562.96		8 hour	471.28	754.40
	Hourly	43.94	70.37		Hourly	58.91	94.30
EM 03	Annual	96,024	153,672	ES 01	Annual	126,252	202,008
	Monthly	8,002	12,806		Monthly	10,521	16,834
	8 hour	369.36	591.04		8 hour	485.60	776.96
	Hourly	46.17	73.88		Hourly	60.70	97.12
EM 04	Annual	100,824	161,328	ES 02	Annual	130,008	208,044
	Monthly	8,402	13,444		Monthly	10,834	17,337
	8 hour	387.76	620.48		8 hour	500.00	800.16
	Hourly	48.47	77.56		Hourly	62.50	100.02
EM 05	Annual	105,900	169,416	ES 03	Annual	133,944	214,320
	Monthly	8,825	14,118		Monthly	11,162	17,860
	8 hour	407.28	651.60		8 hour	515.20	824.32
	Hourly	50.91	81.45		Hourly	64.40	103.04
EM 06	Annual	111,144	176,628				
	Monthly	9,262	14,719				
	8 hour	427.44	679.36				
	Hourly	53.43	84.92				

State of Hawaii
DEPARTMENT OF HUMAN RESOURCES DEVELOPMENT
SALARY SCHEDULE

Effective Date: 07/01/2024

Bargaining Unit: 30, 31, 32, 33, 34, 35, 37 Excluded Managerial

		Min	Max			Min	Max
EM 01	Annual	90,240	144,372	EM 07	Annual	120,900	193,488
	Monthly	7,520	12,031		Monthly	10,075	16,124
	8 hour	347.04	555.28		8 hour	465.04	744.16
	Hourly	43.38	69.41		Hourly	58.13	93.02
EM 02	Annual	94,680	151,632	EM 08	Annual	126,936	203,196
	Monthly	7,890	12,636		Monthly	10,578	16,933
	8 hour	364.16	583.20		8 hour	488.24	781.52
	Hourly	45.52	72.90		Hourly	61.03	97.69
EM 03	Annual	99,468	159,192	ES 01	Annual	130,788	209,256
	Monthly	8,289	13,266		Monthly	10,899	17,438
	8 hour	382.56	612.24		8 hour	503.04	804.80
	Hourly	47.82	76.53		Hourly	62.88	100.60
EM 04	Annual	104,448	167,124	ES 02	Annual	134,676	215,508
	Monthly	8,704	13,927		Monthly	11,223	17,959
	8 hour	401.76	642.80		8 hour	518.00	828.88
	Hourly	50.22	80.35		Hourly	64.75	103.61
EM 05	Annual	109,704	175,500	ES 03	Annual	138,756	222,012
	Monthly	9,142	14,625		Monthly	11,563	18,501
	8 hour	421.92	675.04		8 hour	533.68	853.92
	Hourly	52.74	84.38		Hourly	66.71	106.74
EM 06	Annual	115,140	182,964				
	Monthly	9,595	15,247				
	8 hour	442.88	703.68				
	Hourly	55.36	87.96				

State of Hawaii
DEPARTMENT OF HUMAN RESOURCES DEVELOPMENT
SALARY SCHEDULE

Effective Date: 09/01/2022

Bargaining Unit: 70, 90 Institutional, Health and Correctional Workers (Excluded from BU 10)

CO01 to CO09 pay rates shall be the same as the pay rates for included employees.

		Step B	Step C
CO10	ANN	81,312	84,744
	MON	6,776	7,062
	8HR	312.72	325.92
	HRLY	39.09	40.74
CO11	ANN	84,744	88,512
	MON	7,062	7,376
	8HR	325.92	340.40
	HRLY	40.74	42.55

State of Hawaii
DEPARTMENT OF HUMAN RESOURCES DEVELOPMENT
SALARY SCHEDULE

Effective Date: 07/01/2023

Bargaining Unit: 70, 90 Institutional, Health and Correctional Workers (Excluded from BU 10)

CO01 to CO09 pay rates shall be the same as the pay rates for included employees.

Step A

CO10	ANN	88,980
	MON	7,415
	8HR	342.24
	HRLY	42.78
CO11	ANN	92,940
	MON	7,745
	8HR	357.44
	HRLY	44.68

State of Hawaii
DEPARTMENT OF HUMAN RESOURCES DEVELOPMENT
SALARY SCHEDULE

Effective Date: 07/01/2024

Bargaining Unit: 70, 90 Institutional, Health and Correctional Workers (Excluded from BU 10)

CO01 to CO09 pay rates shall be the same as the pay rates for included employees.

Step A

CO10	ANN	93,432
	MON	7,786
	8HR	359.36
	HRLY	44.92
CO11	ANN	97,584
	MON	8,132
	8HR	375.36
	HRLY	46.92